# REQUEST FOR COUNCIL ACTION

Date:February 28, 2022 Item No.: 7.d

Department Approval

City Manager Approval

Stock

Item Description: Authorize Accelerated Emerald Ash Borer (EAB) Program

#### 1 BACKGROUND

- 2 Emerald Ash Borer (EAB) is an invasive pest that attacks ash trees. Once an ash tree is infested with
- EAB, it will die unless it is treated on an ongoing basis. Since EAB was found in Roseville, the City
- 4 has treated select significant ash trees, removed hazardous ash trees and attempted to replace
- removed ash trees as there were available resources.
- 6 Due to the expected rapid increase in ash mortality an Accelerated Emerald Ash Borer Program was
- developed and proposed in 2019. This program called for the removal and replacement of all of the
- 8 City's public ash trees over a four year period. The anticipated budget for the program at that time
- 9 was \$1,300,000.
- The program was reviewed several times by the Parks and Recreation Commission and presented to
- the Public Works, Environment and Transportation Commission and Finance Commission for
- 12 feedback.

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- As predicted, EAB has significantly increased throughout Roseville in recent years. It is now more
- important than ever that a thorough and planned approach be considered to address this important
- issue facing the City.
- In July 2021, the City Council reviewed and authorized staff to issue a Request For Proposal (RFP)
- for a potential vendor to implement the program beginning in 2022.
- The RFP utilized a Best Value procurement process to allow vendors to utilize their expertise in
- proposing a high quality, well thought out program for Roseville.
- 20 Two proposals were received.
- An evaluation team that included Parks and Recreation staff, Public Works staff and a Parks and
- 22 Recreation Commission member was formed to review and score the proposals using the
- 23 methodology outlined in the RFP.
- 24 Scoring consisted of three steps:
  - 1. Blind scoring of the written submittal in each of the required categories. All identifying information and pricing was reducted from each proposal prior to review.

- 2. An interview was conducted and scored with each proposer's Project Manager using standard questions.
  - 3. Pricing was redacted during steps one and two in the process. Following receipt of all written and interview scores, prices were revealed and added into the rubric.
- Tabulation of the scores showed Tree Trust as the apparent Best Value. (Attachment C).
  - Proposal #1 was from Precision Tree Service and received a score of 69.95 (out of a possible 100) and a pre-clarification price of \$2,533,672.
  - Proposal # 2 was from Tree Trust and received a score of 100 points (out of a possible 100) and a pre-clarification price of \$1,624,956.
  - Following scoring, staff engaged in a clarification phase with Tree Trust, as the apparent Best Value, to clarify the scope and ensure all parties understood the proposed program.
- After scope confirmation during clarification, the base proposal cost for Tree Trust is \$1,409,473
- over the next three years (2022 through 2024). The difference between the current price and the
- original proposed cost was the result of a reduction in the number of trees required for removal due
- to additional removals done by the City in 2021 and further refinement of the City's public ash tree
- 42 inventory.

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- The Tree Trust proposal calls for the removal of 914 ash trees (80% of the City's current ash trees)
- while preserving and treating an estimated 238 ash trees that are currently being treated (20% of the
- City's public ash trees). This is a deviation from the City's original idea of removing all public ash
- trees for this program. As an expert vendor, Tree Trust recommended this based on recent research
  - on the environmental benefits of treating some established ash trees as compared to complete
- 48 removal.

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- The treatment method that Tree Trust is proposing would utilize a low risk, non-neonicotinoid
- insecticide, consistent with current best management practices, which is injected directly into the
- 51 tree, in order to preserve the critical ecosystem services provided by our mature ash trees. The
- 52 preservation of 20% of the City's ash trees, if possible, would allow for greater long term diversity
- of Roseville's urban forest, help to maintain tree canopy, and capitalize on the investment that the
- 54 City has already made into these established trees.
- With this plan, the City would need to continue to treat these 238 ash trees following the end of this
- program, at an approximate cost of \$15,000 per year in 2022 dollars. However, recent research
- seems to indicate that reducing the total number of ash trees in the community (and thereby,
- removing the EAB food source), may allow for a less frequent treatment schedule.
  - In addition to the removal or treatment of all of the City's public ash trees, the Tree Trust proposal calls for:
    - Planting 1,152 new trees, one for each public ash tree currently inventoried in Roseville.
    - Removal to include stump grinding and restoration.
    - Developing and implementing an ongoing community engagement process. The process shall
      include a minimum of three meetings per year, door hangers, mailings and content for the
      City website.

- Utilization of volunteers for planting events.
  - Utilization of this program as a learning and development opportunity for young people who are part of Tree Trust's Career Pathways program.
  - An implementation method that removes trees based on condition, instead of removing all of the ash trees from an area at once.
  - Selection of replacement trees based on the City's Street Tree Master Plan, species diversity, pest resilience and anticipated change to Minnesota's climate.
  - A 10% discount for ash tree removal for all Roseville residents during the term of this agreement.

Tree Trust is a 501(c)3 organization whose mission is to "transform lives and landscapes by engaging people to build skills for meaningful careers, inspiring people to plant trees, and making our community a greener, healthier place to live." This mission seems to closely align with the City of Roseville's commitment to community and youth engagement, volunteerism and equity. They have extensive experience in tree removal, planting and community engagement.

- In addition to the base bid information listed above, Tree Trust has offered three value added options:
  - 1. Conduct three public tree sales (one per year, with 150 trees for sale per year) in which Roseville residents are eligible to buy trees at the subsidized cost of \$40. The cost of this value add is \$41,527.
  - 2. Acceptance of private funds that Tree Trust has received commitments for to help offset the cost of the tree sales, for a credit of \$36,000 to the City.
  - 3. Authorization of Tree Trust to conduct storage of tree debris and chipping at the Rosebrook Park parking lot during the winter months (November to March) for a credit to the City of \$15,000. During this time period there will be some additional traffic to and from the park as trees are hauled in to be stored. Staff and Tree Trust would work to notify the neighborhood about the duration and impacts of the program, including additional noise that may occur during the one week per year when chipping is occurring.
- Staff recommends the inclusion of each of these value added options for a net credit to the city of \$9,472, which would be prorated throughout the contract.
- The base proposal cost of the recommended program is \$1,409,473. Inclusion of the recommended value adds would reduce the City cost to \$1,400,001.
- It is important to note that if some of the 238 ash trees that are planned for treatment cannot be saved due to their current condition, those trees would need to be removed. These additional removals could increase the planned program cost by roughly \$1,000 per tree (up to \$238,000 if no ash trees are in a condition to be treated).
- When proposing this program, staff had envisioned a four-year implementation (through 2025).
- However, due to the progression of EAB, Tree Trust has recommended and proposed a three-year
- implementation plan, with the possibility of a few plantings occurring in early 2025.

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The proposed schedule and cost per year is as follows:

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Proposed Schedule and Cost by Year

BY YEAR	No of Removal	Yearly Cost of Removals	No of Plantings	Yearly Cost of Plantings	No Of Treatment	Yearly Cost of Treatment	COST/YEAR
2022	350	\$364,585	400	\$144,000	82	\$11,808	\$520,393
2023	350	\$362,250	400	\$144,000	171	\$24,624	\$530,874
2024	214	\$221,838	352	\$126,720	67	\$9,648	\$358,206
TOTAL	914	\$948,673	1152	\$414,720	320*	\$46,080	\$1,409,473**

<sup>\*</sup> Although only 238 trees are proposed for treatment, some trees will received two treatment cycles during the time of the program.

In the time since issuing the RFP, the City has been awarded a \$50,000 Department of Natural Resources grant for planting trees. Staff will continue to pursue additional grant funding throughout the program in an effort to reduce the impact on the City's Capital Improvement Program.

At this time, the proposed funding sources are as follows:

**Proposed Program Funding Sources** 

	Community Development Tree Replacement Fund	Parks and Recreation CIP	Other Sources	Annual Total
2022	\$94,000	\$326,393	\$100,000*	\$520,393
2023	\$144,000	\$386,874		\$530,874
2024	\$65,500	\$283,234	\$9,472**	\$358,206
TOTAL	\$303,500	\$996,973	\$109,472	\$1,409,473**

<sup>\*\$50,000</sup> in DNR Grant and \$50,000 in budgeted operating budget EAB funds

PROJECT TOTAL: \$1,409,473

This proposed funding plan has been reviewed by the Finance Department and they have confirmed that the Parks and Recreation Capital Improvement Program Fund (CIP) can handle these additional expenses without adversely impacting other planned Parks and Recreation CIP items.

As was discussed in 2021, the Community Development Tree Replacement Funds can be utilized to plant trees in public spaces with a resolution by the City Council (Attachment B). Community Development staff are supportive of this use.

The proposed agreement with Tree Trust has been reviewed by the City Attorney and is included in your packet (Attachment A).

The next steps in the process will be to:

- Authorize the proposed agreement between the City of Roseville and Tree Trust
- Tree Trust completes a comprehensive inventory of public ash trees
- Plan for spring plantings and removals
- Begin neighborhood engagement
- Finalize schedules

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<sup>\*\*</sup>Program cost is based on the assumption that 238 ash are able to be treated

<sup>\*\* \$9,472</sup> credit for value added options.

#### POLICY OBJECTIVE

To ensure public safety and effectively manage Roseville's urban forest.

#### 134 **BUDGET IMPLICATIONS**

- The anticipated cost of the program is \$1,409,473 but could increase to as much as \$1,638,000 if all
- 238 public ash trees cannot be saved by being treated as described. The cost would be paid for using
- grant funding, Parks and Recreation CIP funds, 2022 Parks and Recreation operating budget and the
- 138 Community Development Tree Replacement funds, as described.

#### 139 STAFF RECOMMENDATION

- Based on Tree Trust being rated as the apparent Best Value using the RFP's scoring methodology,
- and successful clarification, staff recommends that the City enter into a Professional Services
- Agreement with Tree Trust to implement the Accelerated Emerald Ash Borer Program in the amount
- of \$1,409,473 as outlined.

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- Approve the attached resolution authorizing the use of Community Development Tree Replacement
- Funds for plantings as part of Accelerated Emerald Ash Borer Program (Attachment B).

#### 147 REQUESTED COUNCIL ACTION

- Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with
- 149 Tree Trust for services as referenced in the attached agreement (Attachment A) to deliver the
- Accelerated Emerald Ash Borer Program as outlined for a cost of up to \$1,409,473 to be taken from
- funding sources as described.

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- Motion authorizing the attached resolution to authorize the use of Community Development Tree
- Replacement Funds for plantings as described (Attachment B).

Prepared by: Matthew Johnson, Assistant Parks and Recreation Director

Lonnie Brokke, Parks and Recreation Director

Attachments:

- A: Professional Services Agreement With Tree Trust (Including the Pre-Award Document and Proposal)
- B: Resolution Authorizing Use of Community Development Tree Planting Funds for Replacement of
- C: Accelerated EAB Program Best Value Score Summary
- D: Presentation

## **Standard Agreement for Professional Services**

This Agreement ("Agreement") is made on the \_28\_ day of \_\_February\_\_\_\_, \_\_2022\_\_, between the City of Roseville, a municipal corporation (hereinafter "City"), and Tree Trust (hereinafter "Consultant").

## **Preliminary Statement**

The City has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

- 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
- 2. **Term.** The term of this Agreement shall be from March 1, 2022, through July 1, 2025, the date of signature by the parties notwithstanding.
- 3. *Compensation for Services.* The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

## 4. City Representative and Special Requirements:

- A. Jim Taylor, Parks Superintendent shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis commencing on the 1<sup>st</sup> of every month, an itemized written invoice for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
  - A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
  - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the

- Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
- 6. **Project Manager and Staffing.** The Consultant has designated Karen Zumach ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
- 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
- 8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
- 9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 25 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.
- 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are

- approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
- 11. *Independent Consultant.* At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
- 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
- 13. **Assignment**. The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
- 14. **Services Not Provided For.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
- 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
- 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
- 17. *Indemnification*. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the

performance or failure to perform the Work and against all losses resulting from the failure of the Consultant to fully perform all of the Consultant's obligations under this Agreement.

#### 18. *Insurance*.

- A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
- B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation: Statutory Limits

Commercial General Liability: \$1,000,000 per occurrence

\$1,500,000 general aggregate

\$1,000,000 products – completed operations

aggregate

\$5,000 medical expense

Comprehensive Automobile

Liability: \$1,000,000 combined single limit (shall include

coverage for all owned, hired and non-owed

vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
  - (i) Personal injury with Employment Exclusion (if any) deleted;
  - (ii) Broad Form Contractual Liability coverage; and
  - (iii) Broad Form Property Damage coverage, including Completed Operations.
- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the

insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.

- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
  - (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured:
  - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
  - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
  - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

- 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
- 20. **Annual Review.** Prior to January 1st of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
- 21. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
- 22. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 23. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- 24. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 25. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City:	City of Roseville Roseville City Hall 2660 Civic Center Drive Roseville, MN 55113 Attn: City Manager
If to Consultant:	

Attn:			

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

By:
Mayor
By:
City Manager
(Tree Trust)
,
D
By:
Its:

CITY OF ROSEVILLE

#### **EXHIBIT A**

## WORK

- Tree Trust shall field verify the City of Roseville's public ash inventory, and develop their removal plan as outlined in their proposal.
- Tree Trust will remove a total of 914 ash trees by January, 2025.
- Tree Trust will plant a total of 1152 trees by June, 2025.
- Tree Trust will assess and if possible, preserve 238 trees for on-going treatment as a means to transition in a more orderly manner away from an overreliance of ash trees. Throughout the project term, treated trees will be continuously assessed to insure their continued investment is a sound one.
  - If 238 trees cannot be preserved due to their current condition, Tree Trust shall notify the city of the additional number of proposed removals, for a final determination on removal at the rates listed in Exhibit B.
- Tree Trust shall utilize volunteers where possible, to provide a unique opportunity for community members to assist in the City's EAB management strategy.
- Stump grinding and restoration shall occur within 28 days of removal except when winter conditions do not allow; in such case, restoration will occur as soon as operationally feasible.
- Replacement trees will be planted not more than one year from the removal date.
- Prior to the execution of program, Tree Trust shall work with the City to develop a community
  engagement and education process. The process shall include a minimum of three meetings per
  year, door hangers, mailing and content for the City website.
- Tree Trust shall work with City staff to develop a communication response plan that includes Tree Trust response and participation.
- Tree Trust shall seek approval of their planting plan each spring and fall, prior to planting.
- Tree Trust will be responsible to follow all City of Roseville ordinances and policies throughout this project.
- Tree Trust will offer removal services to Roseville residents at a 10% discount.
- All statements included in the Tree Trust Proposal (Exhibit D) and Pre-Award Documents (Exhibit E) shall be included as part of this agreement. Where in conflict, the Pre-Award Document shall supersede the original proposal.

#### **EXHIBIT B**

## **COMPENSATION**

The City shall pay the Consultant for the work performed at the rate listed below. Payment Authorizations will be turned in monthly by Tree Trust for services performed in that billing period at the per unit costs listed below.

Payment Authorization Procedures are defined in Provision 5 of this agreement.

Section B
Unit Cost Per Year
Please fill in a \$/unit in each box

Year	Removals	Planting	Treated
2022	\$1041.67	\$360.00	\$144.00
2023	\$1035.00	\$360.00	\$144.00
2024	\$1036.63	\$360.00	\$144.00
000=			

Based on the proposed schedule, the work completed shall not exceed the following amounts per year:

**Proposed Schedule and Cost by Year** 

BY YEAR	No of Removal	Yearly Cost of Removals	No of Planting	Yearly Cost of Planting	No Of Treatment	Yearly Cost of Treatment	COST/YEAR
2022	350	\$364,585	400	\$144,000	82	\$11,808	\$520,393
2023	350	\$362,250	400	\$144,000	171	\$24,624	\$530,874
2024	214	\$221,838	352	\$126,720	67	\$9,648	\$358,207
TOTAL	914	\$948,673	1152	\$414,720	320	\$46,080	\$1,409,473*

## **EXHIBIT C**

## **SPECIAL CONDITIONS**

The City has agreed to allow Tree Trust to utilize the Rosebrook Park, or a similar mutually agreed upon parking lot for storage and tub grinding of trees during the winter months each year (November  $1-March\ 1$ ).

Tree Trust carries \$2 million in general liability insurance and \$1 million in professional liability. This is acceptable to the City.

# **City of Roseville**

**Emerald Ash Borer Mitigation Program** 

PRE AWARD DOCUMENT

Prepared By: Tree Trust

January, 2022

## **SECTION 1 – FINANCIAL SUMMARY**

## **Approved Value Added Options**

NO	DESCRIPTION	COST (\$)
1	Tree sale for Roseville property owners to plant on private property	\$ 41,527.17
2	Private funding through corporate partners	\$(36,000.00)
3	Winter debris staging and tub grinding site – Central Park (parking lot)	\$(15,000.00)
	Total Approved Value Added Options:	\$(9,472.83)

## **Client Requested Scope Changes**

NO	DESCRIPTION	COST (\$)
1	Reduce the total number of trees preserved to 238 from 250 of the best	\$(17,856)
	quality ash trees (reduce total treatment incidences to 320 from 444).	
2	Reduce total number of trees removed to 914 from 1052	\$(143,627.00)
3	Reduce total number of trees planted to 1152 from 1302	\$(54,000.00)
	Total Approved Client Scope Changes:	\$(215,484.00)

## **Final Cost Proposal**

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$1,624,956.00
2	Total Approved Value Added Options	\$(9,472.83)
3	Total Client Requested Scope Changes	\$(215,484.00)
	Final Project Cost	\$1,400,000.17

## **SECTION 2 – PROJECT DURATION SUMMARY**

## **Approved Value Added Options**

NO	DESCRIPTION	DURATION
1	Annual Tree Sale Distribution for Roseville property owners (150 trees)	March-May; '22, '23, '24
2	Funding will be pursued throughout the length of the project term	2022-2024
3	Winter material staging and tub grinding site – Rosebrook Park (parking	Nov 2022-
	lot)	March 2022;
		Nov 2023-
		March 2023
	Total Approved Value Added Options:	TBD

## **Client Requested Scope Changes**

NO	DESCRIPTION	DURATION
1	Reduce the total number of trees in need of management to 1152 from	Throughout
	1302	the project
		term
		completing in
		2025.
2	Reduce the number of trees planted to 1152 from 1302	Throughout
		the project
		term
		completing in
8		2025.
3	Continued preservation of 238 ash trees.	Through the
		2024
		treatment
3		season.
4	Reduce the total number of trees removed to 914 from 1052.	Throughout
		the project
		term
		completing in
		2024.
	Total Approved Client Scope Changes:	

## **Final Project Duration**

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	1,460
2	Total Approved Value Added Options (Days)	
3	Total Client Requested Scope Changes (Days)	0
	Final Project Duration	1,460

## SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying <u>major</u> activities and actions/decisions required from the client

No	Activity / Task	Duration	Start Date	End Date
1	Notice to Proceed			
2	Create prioritization plan for winter/spring 2022 removals (200 trees)	1 week	Upon contract signature	Upon commencement of removal activities
3	Community meetings/communications-Year 1	Ongoing	Upon completion of prioritization plan	2 weeks prior to commencement of removal activities.
4	Removals year 1 (350 trees)		Following Community communication plan events	12/31/22
5	Create planting plan for spring 2022 plantings (200 trees)		Upon contract signature	March 2022
6	City approve planting plans (200 trees)		March 2022	April 2022
7	Spring planting season (200 trees)		5/1/22	6/15/22
8	Treatment season 1 (82 trees)		5/15/22	9/01/22
9	Prioritization plan for fall/winter 2022 removals (150 trees) and winter/spring 2023 (200 trees)		7/1/22	8/1/22
10	Create planting plan for fall 2022 plantings (200 trees)		7/1/22	8/1/22
11	City approve planting plans (200 trees)		8/1/22	9/1/22
12	Fall planting season (200 trees)		9/1/22	11/1/22
13	Create planting plan for spring 2023 plantings (200 trees)		11/22	12/22
14	City provides access to staging site		12/22	2/23
15	City approve planting plans (200 trees)		1/23	2/23
16	Debris staging at Rosebrook parking lot		11/22	3/23
17	Tub grinding operation at Central Park parking lot		3/01/23	3/31/2023
18	Community meetings/communications-Year 2	Ongoing		2 weeks prior to commencement of removal activities.
19	Removals year 2 (350 trees)		Following Community communication plan events	12/31/23
20	Spring planting season (200 trees)		5/1/23	6/15/23
21	Treatment season 2 (171 trees)		5/15/23	9/01/23
22	Prioritization plan for fall/winter 2023 removals (150 trees) and winter/spring 2024 trees (214 trees)		7/1/23	8/1/23
23	Create planting plan for fall 2023 plantings (200 trees)		6/1/23	7/1/23
24	City approve planting plans (200 trees)		7/1/23	8/1/23
25	Fall planting season (200 trees)		9/1/23	11/1/23

26	Create planting plan for spring 2024 plantings (100 trees)	11/23	12/23
27	City provides access to staging site	12/23	2/24
28	City approve planting plan (200 trees)	1/24	2/24
29	Debris staging at Rosebrook parking lot	11/23	3/24
30	Tub grinding operation at Rosebrook parking lot	3/01/24	3/31/24
31	Community meeting/communications-Year 3		2 weeks prior to commencement of removal activities.
32	Removals year 3 (214 trees)	Following Community communication plan events	12/31/24
33	Spring planting season (200 trees)	5/1/24	6/15/24
34	Treatment season 3 (67 trees)	5/15/24	9/01/24
35	Create planting plan for fall 2024 plantings (200 trees)	6/1/24	7/1/24
36	City approve planting plans (200 trees)	7/1/24	8/1/24
37	Fall planting season (200 trees)	9/1/24	11/1/24

Contractor tasks are in "black", Client tasks are in "blue", Risky activities are in "red"

## **SECTION 4 – RISK MANAGEMENT PLAN**

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Outdated inventory
Solution / Strategy:	Tree Trust will update the existing ash inventory to confirm condition accuracy. This updated condition status will allow Tree Trust to more effectively prioritize removal strategy for the life of the project.

Identified Risk 2: Severe weather causing ash tree damage and/or hazards.	
Solution / Strategy:	Tree Trust will alter the removal schedule, dedicate additional staff to
	increase ability to respond beyond scheduled scope.

Identified Risk 3:	Community Response
	Tree Trust plans to host community conversations regarding the EAB
Solution / Strategy:	management program, specifically targeting those who will be impacted via
	mailings and an aggressive communication campaign.

Identified Risk 4:	Accelerated ash failure rate
Solution / Strategy:	Tree Trust will alter removal sequence if necessary. We will shorten the
	removal timeline to two years.

Identified Risk 5:	Labor shortage and supply chain concerns.
Solution / Strategy:	Tree Trust will work to minimize project disruption wherever possible, however, if necessary, Tree Trust will extend project scope into years four and five.

#### SECTION 5 – SCOPE OVERVIEW

A clear description of "what's in" and "what's out" of the scope.

- Tree Trust will remove a total of 914 ash trees.
- Tree Trust will replant a total of 1152 trees-any trees that cannot be replanted in the immediate vicinity of a former ash tree location will be relocated to an area of the city in need of increased canopy.
- Due to the high numbers of planted maples trees within the city of Roseville, we will replace maple
  in the master planting plan with alternative, climate adapted species such as London planetree,
  ginkgo (male), northern catalpa and/or yellowwood. Kentucky coffeetree is an underutilized
  street tree, according to the inventory, and could be increased in usage across the city.
- Tree Trust will preserve 238 trees for on-going treatment as a means to transition in a more orderly manner away from an overreliance of ash trees. There will be a total incidence of 320 treatments; 67 trees will be treated twice during the course of the project term. Throughout the project term, treated trees will be continuously assessed to insure their continued investment is a sound one.
- Tree Trust has a well established, community tree planting model utilizing volunteer-community
  members to participate in the building of their future tree canopy. Tree Trust anticipates utilizing
  volunteers where possible, to provide a unique opportunity for community members to assist in
  the City's EAB management strategy.

## **SECTION 6 – PROJECT ASSUMPTIONS**

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	There are 238 trees worth continuing to invest in treatment to preserve
	tree canopy.
Solution / Strategy:	If our assumption was incorrect, we will reduce the total number of trees proposed to continue treating and remove those deemed unsuitable for continued preservation. These decisions will be communicated to City staff as soon as we are made aware and appropriate action will be taken to amend current expectations.

Assumption 2:	We will recruit an adequate number of volunteers for community-based tree planting events.
Solution / Strategy:	If our assumption was incorrect, we will utilize our employment training and/or Landscape Service crews to ensure all tasks are completed to our communicated plan of action.

Assumption 3:	We will utilize the Rosebrook Park parking lot as a debris staging area for
Assumption 5.	tub grinding operations.
	If our assumption was incorrect, and we are not able to utilize the
Solution / Strategy:	Rosebrook Park parking lot as a debris staging site for tub grinding
	operations. Associated cost would be consistent with original project cost.

Assumption 4:	We secure funding from private sources to reduce the overall planting costs.
Solution / Strategy:	If our assumption was incorrect, our costs will remain as proposed.

## **SECTION 7 – PROJECT ACTION ITEM CHECKLIST**

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

## **Vendor Action Item Checklist**

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Assess on-going treatment viability	7/24	TBD	Tree Trust
2				
3				
4				
5			20	

## **Client Action Item Checklist**

No	Activity / Task / Decision	Due Date	Impact (Cost / Time)	Responsible Party
1	Approve debris staging site location, restrict access to the general public.	10/1/22	\$15,000.00/ NA	City of Roseville
2				
3			80	
4				
5			100	

## **SECTION 8 – CONTACT LIST**

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Karen Zumach	Tree Trust/ Director of Community Forestry	952.767.3886 651.334.3726	Karenz@treetrust.org
2	Jeff Voshell	Tree Trust Landscape Services/General Manager	612-590-7836	jeff.voshell@treetrust.org
3	Bjorn Hawes	Tree Trust Landscape Services/Business Operations Manager	612-751-9276	Bjorn.hawes@treetrust.o rg
4	Casey Johnson	Tree Trust/Sales Arborist	612-268-8913	Casey.johnson@treetrust .org
5	Anders Hawes	Tree Trust/Chief Financial Officer	952-767-3893	andersh@treetrust.org
6	Jared Smith	Tree Trust/ED   CEO	952-767-3891	Jareds@treetrust.org
7	Ryan Schultz	Absolutely Stumped/Owner/Operator	612-226-7514	Ryan@absolutelystumpe d.com
8	Bachmans	Bachmans/Director of Wholesale	651-463-6465	Dteneyck@bachmans.co m
9	John Boeder	North Star Tree Care	612-419-7446	Info@northstartreecare.c om

#### SECTION 3 - STRUCTURE AND CONTENT OF RESPONSE

#### 3.1 RESPONSIVENESS (Pass/Fail)

- Respondents must prepare submissions that follow the format and sequence specified in this RFP. This includes adherence to the format of any attachments.
- The following conditions/criteria must be met in order to be considered responsive:
  - (1) The Respondent will complete and provide all information in Attachment A.
  - (2) The Respondent will complete and provide all information in Attachment B.
  - (3) The Respondent will complete and provide any exceptions in Attachment C.
  - (4) The Respondent will complete and provide all information in **Attachment D**.
  - (5) The Respondent will complete and provide all information in Attachment E.
  - (6) The Respondent will complete and provide all information in **Attachment F**.
  - (7) The Respondent will complete and provide all information in **Attachment G**.
  - (8) The Respondent will complete and provide all information in Attachment H.
  - (9) The Respondent will complete and provide all information in Attachment I.
  - (10) The Respondent will prepare and provide a Milestone Schedule.

#### 3.2 FORMATTING REQUIREMENTS

- Proposals shall be submitted as one document (preferably in PDF format) and include each of the items listed on the "Proposal Submittal Checklist."
- Utilize the template provided in each attachment to complete each submittal.
- Some attachments have formatting requirements listed on them.
- In order to minimize any bias, the attachments identified above must NOT contain any names that can be used to identify who the Respondent is (such as company names, personnel names, project names, product names, etc.). A template for each Attachment is provided in this document and must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). An electronic copy of this document is available for download and must be used. Each individual attachment must NOT exceed two (2) pages and should be completed only on the front side of each page.

#### 3.3 PROJECT COST (ATTACHMENT D)

 The Respondent must submit Attachment D. The Respondent should fill out the project cost which includes the total project cost (by year) and a unit cost, excluding items specifically identified as value adds on attachment G.

#### Evaluation

The Evaluation Committee will utilize the total cost to weight the "Cost" points on the
evaluation scale. The unit cost and yearly cost may be utilized in evaluation of meeting
the project goals and objectives.

#### 3.4 RISK PLAN (ATTACHMENT E)

• The Respondent must submit Attachment E. The Respondent should list and prioritize major risk items on this project that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction from the Owner. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple terms so that non-technical personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation and management plan with supporting documented performance references is required for a high rating from the selection committee. This performance information may include where the mitigation plan was used previously, and the impact on performance in terms of customer satisfaction and the number of times it was used and successful.

#### Evaluation

• The Evaluation Committee will review and rate each Risk Plan document. <u>To receive a high rating</u>, the Respondent must support / document their capability to mitigate, manage, and minimize the risk with either verifiable performance metrics or best value practices with performance measurements references. A submittal that does not support a claim of risk mitigation with performance measurements (previous job customer satisfaction measurements, scope of the measured projects, on time and on budget percentages, deviation rates or a combination of performance measurements that support the claim) may not help the Respondent to gain a high rating.

#### 3.5 PROJECT CAPABILITY PLAN (ATTCHMENT F)

• The Respondent must submit Attachment F. The Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. The Respondent must also identify their "vision" or "plan" and the alignment of their expertise over the duration of the project, minimizing risk by tracking time and cost deviation of the project as a capability. The Respondent should also address cash flow and disbursements on the project, and how it is integrated into the schedule. All activities associated with capabilities listed in the Plan must be included in the Respondent's base cost and schedule.

#### Evaluation

The Evaluation Committee will review and rate each Project Capability Plan. The
evaluators will not be provided with names or any other information prior to evaluating
the Plan (to minimize any personal bias). To receive a high rating, the Respondent
must use either verifiable performance metrics or best value practices with
performance measurements references. The performance information is the
documentation that supports the Respondent's claims and which will lead to a high
rating.

#### 3.6 VALUE ADDED PLAN (ATTACHMENT G)

• The Respondent must submit Attachment G. The Value Added Plan provides Respondents with an opportunity to identify any value added options or ideas that may benefit the Owner. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the client may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must have an associated cost impact). All items should be listed in terms of a percentage of the Respondent's total base project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Total Cost. If applicable, the Respondent should identify if the Value Added claim increases or decreases schedule.

#### Evaluation

The Evaluation Committee will review and rate each Value Added Plan. The
evaluators will not be provided with names or any other information prior to evaluating
the Plan (to minimize any personal bias). To receive a high rating, the Respondent
must support value-added options or ideas with either verifiable performance metrics
or best value practices with performance measurements references.

#### 3.7 PAST PERFORMANCE INFORMATION (ATTACHMENT H)

The Respondent will be required to submit a separate Attachment H for past projects.
 This is intended to demonstrate the quality of the respondents past work.

#### 3.8 DIVERSITY, EQUITY and INCLUSION (ATTACHMENT J)

• The Respondent must submit Attachment G. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. To accomplish this goal, all City departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services. The City of Roseville is committed to taking tangible steps to normalize, organize, and implement racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

#### Evaluation

 Successful submittals shall include a statement that indicates how their proposal can aid the City of Roseville in its mission to create a more equitable and inclusive community. Submittals with verifiable performance metrics will receive a higher score.

#### 3.9 PROJECT NARRATIVE & SCOPE (ATTACHMENT K)

The Respondent must submit Attachment K. This is intended to provide the respondent the opportunity to lay out their vision for the project as a whole including a yearly schedule and explicitly describe how their plan will meet each objective outlined in section 1. As part of this submittal, the Contractor shall clearly lay out their proposed scope.

## REQUIRED SUBMITALS CHECK LIST

	ATTACHMENT A:	Respondent Offer- Signature and Certification Form
	ATTACHMENT B:	Respondent Profile Form
	ATTACHMENT C:	Exception to Award Terms and Conditions
	ATTACHMENT D	Project Cost Template
	ATTACHMENT E:	Risk Plan Template
	ATTACHMENT F:	Project Capability Plan Template
	ATTACHMENT G:	Value Added Plan Template
	ATTACHMENT H: (Submit 3)	Reference List and Past Performance Information Score
	ATTACHMENT I:	Statement of Non-Collusion
	ATTACHMENT J:	Diversity, Equity and Inclusion Statement
	ATTACHMENT K:	Project Narrative
	ATTACHMENT L:	Responsible Contractor Form
П	Milestone Schedule	•

#### **ATTACHMENT A**

#### RESPONDENT OFFER - SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted in the Respondent's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

#### The Respondent also certifies:

- Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from
  the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time
  for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted,
  shall remain valid for the life of the contract.
- It is a reputable company regularly engaged in providing products and/or services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
- It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts terms and conditions of this RFP.
- 4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
- 6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
- 7. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
- 8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Signature:	Dard Said
Name (type or print):	Jared Smith
Jared Smith	
Title (type or print):	Executive Director   CEO
Date:	November 22, 2021

## **ATTACHMENT B**

## RESPONDENT PROFILE FORM

## Purchase Orders should be faxed to:

Firm Name: Tree Trust		
Contact Person: Anders Hawes	Title: Chief Financial Officer	
Street: 1419 Energy Park Drive		
City, State, Zip: Saint Paul, MN 55108		
Phone: 952-767-3893	Fax: 952-767-3650	
Web Address: www.treetrust.org	"	
E-Mail Address: andersh@treetrust.org		

## Payments should be mailed to:

Contact Person: Anders Hawes		Title: Chief Financial Office	Title: Chief Financial Officer	
Street: 1419 Energy Park Drive	9			
City, State, Zip: Saint Paul, MN	I 55108			
Phone: 952-767-3893		Fax: 952-767-3650		
Do you accept Master Card? Yes: No: X		Payment Terms: Net 30		
Federal Tax ID# or Social Security #: 41-1291626		MN State Tax ID#: 512350	0	
Signature of Authorized Agent:	L Du	~	Date: 11/22/2021	

#### ATTACHMENT C

#### **EXCEPTIONS TO AWARD TERMS AND CONDITIONS**

Any award made as a result of the RFP will be governed by the terms and conditions contained in the RFP.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously on this Attachment by referencing the number of the term or condition, the specification section, and by describing the exception or deviation, and proposing alternative language.

If you do not clearly and conspicuously take and exception or propose a deviation to a specific term or condition, you shall be bound by such term or condition in the event an award is made to you.

The City reserves the right in each instance to:

- 1) Accept with deviations or exceptions,
- 2) Negotiate deviations or exceptions, or
- 3) Reject a proposal with deviations deemed unacceptable by the City at its option and in the exercise of its sole discretion

Exceptions Taken (Attach additional pages if necessary):

As a deviation to the terms and conditions listed in the RFP, we propose the long-term preservation of
250, high quality ash trees. This strategy minimizes the environmental impact to the city's residents,
preserves critical environmental benefits, increases the awareness and appreciation of trees both on
public and private property, and engages residents and young people in green industry workforce
development programs in reforesting parks and public spaces. This deviation preserves the investment
already made for 20% of the ash trees by recommending the extended preservation of 250 ash trees, and
provides for a diverse and resilient urban forest for the next generation of Roseville's residents.

## ATTACHMENT D

The cost scoring criteria will be awarded based upon section a. Section B will be utilized in evaluation of the Project Objectives scoring. Please DO NOT include value adds on this form.

Section A. Contract cost (Payout) per year

Year	Payment
2022	\$700,736
2023	\$626,400
2024	\$297,820
2025	
2026 (if needed)	
TOTAL	\$1,624,956

Section B
Unit Cost Per Year
Please fill in a \$/unit in each box

Year	Removals	Planting	Treated
2022	\$1041.67	\$360.00	\$144.00
2023	\$1035.00	\$360.00	\$144.00
2024	\$1036.63	\$360.00	\$144.00
2025	N/A		
2026 (if needed)	1052	1302	250

#### ATTACHMENT E

#### RISK PLAN

This template must be used. The Risk Plan should address the risks that the Respondent does NOT control. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the 2-page limit. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Risk 1 Description:

Outdated Inventory

Solution:

Update the existing ash inventory to improve tree condition accuracy.

Documented Performance: In order to effectively prioritize removal across the city a complete understanding of the current ash tree population will improve decision making.

Risk 2 Description:

Severe Weather Causing Ash Tree Damage/Hazards

Solution

Alter removal schedule and dedicate additional staff to increase ability to respond beyond scheduled scope. Documented Performance: We recognize the need to reallocate staff in order to address project requirements, this has been our process throughout our organization's history.

Risk 3 Description: Community Response

Solution:

Host Public meetings, send informational letters in the mail to those impacted property owners.

Documented Performance: In our experience, communication increases awareness, understanding and will have significant contribution to the success of the project.

Risk 4 Description: Accelerated Ash Failure Rate

Solution: Alter removal sequence if necessary. Shorten timeline of removals to two years.

Documented Performance:

Risk 5 Description: Labor shortage and supply chain concerns

Solution: Utilize years four and five to ensure project completion.

Documented Performance:

#### ATTACHMENT F

#### PROJECT CAPABILITY PLAN

This template must be used. The Project Capability Plan should identify the Respondent's <u>capability to</u> <u>meet the project's requirements</u> with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the <u>2-page</u> limit. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

**Project Capability 1 Claim:** Complete ash tree inventory prior to removals. Our staff of International Society of Arboriculture certified arborists will complete the inventory upon award using ArcGIS. Invoiced upon completion.

**Documented Performance:** To effectively prioritize removal across the city, a complete understanding of the current ash tree population will improve decision making.

**Project Capability 2 Claim:** Education and Outreach: Host public meetings and send mailers/letters to impacted property owners each of the three years. Our staff of urban and community foresters will educate and engage property owners and residents as part of the overall project strategy. **Documented Performance:** Communication increases awareness and will ultimately increase the

success of this project.

**Project Capability 3 Claim:** Remove 1,050 total Ash trees: Year 1 (2022) 480 Ash trees to be removed and stumps to be ground; Year 2 (2023) 400 Ash trees to be removed and stumps to be ground; Year 3 (2024) 170 Ash trees to be removed. Our staff of International Society of Arboriculture-certified arborists, journeyworker and arborist apprentices, as well as full-time professional tree workers will be dedicated to this project. In addition, we have tree-industry standard equipment to ensure safe and effective project completion. Completed work documented in inventory and submitted for payment monthly. **Documented Performance:** Large-scale removal, grinding and replanting of 500 ash trees in a local community park and prestigious golf course. Equipment includes a log loader, multiple aerial lifts, front end loaders, stump grinder and chipper amongst others.

**Project Capability 4 Claim:** Plant 1,302 trees: Year 1 (2022) 480 trees to be planted; Year 2 (2023) 400 trees to be planted; Year 3 (2024) 422 trees to be planted. Our community forestry staff and crews have planted tens of thousands of trees in public rights of way, parks and schools across the Minneapolis-metro area. Our process combines equipment, such as a walk behind auger, as well as experienced practitioners to install trees effectively and efficiently. Completed work documented in inventory and submitted for payment monthly.

**Documented Performance:** Planted 1,500 trees over a three-year period in parks and public rights of way using similar methodologies proposed for this project.

**Project Capability 5 Claim:** Preserve: Year 1 (2022) 194 trees to be treated. Year 2 (2023) 100 trees to be treated. Year 3 (2024) 100 trees to be treated (150 of the best condition trees located in under canopied areas of the city which were also treated in 2022). Our staff of International Society of Arboriculture-certified and MN Department of Agriculture pesticide-certified staff will inject selected ash trees following best management practices. Completed work invoiced monthly. **Documented Performance:** Preservation using emamectin benzoate trunk injection has proven very effective and a best management practice in managing emerald ash borer. Our trained staff have preserved hundreds of trees annually.

#### Project Capability 6 Claim:

#### ATTACHMENT G

#### VALUE ADDED PLAN

Identify any options, ideas, alternatives, or suggestions to add value to this project. Include a short description of how it adds value to the project and identify if the items will increase or decrease schedule, cost, or satisfaction. All cost and schedule impacts associated with these value-added options must NOT be included in your base cost/schedule. You may add/delete additional rows if necessary but do not exceed the **2-page** limit.

Item 1 Claim: Continued protection of 250 trees as part of a canopy preservation strategy. How will this add value? Long-term preservation of higher quality ash tree canopies focusing on areas of lower canopy. This strategy will minimize the environmental impact on the city's residents and allow for a more orderly transition away from an overreliance on ash species as part of the total tree population, reduce overall project cost and address the City's desire to limit the overall impact of the project for its residents. Documented Performance: Preservation using emamectin benzoate trunk injection has proven very effective and a best management practice in managing emerald ash borer. Cost Impact (%): +15\_\_ Schedule Impact (%): 0 Item 2 Claim: Distribute 500 trees for Roseville property owners via a subsidized tree sale. How will this add value? Increase awareness about the importance of trees in the community, mitigate the negative impacts of significant tree removal, increase tree canopy with limited investment. Documented Performance: Research has shown that private property provides the greatest opportunity to increase tree canopy in communities. By incentivizing property owners to plant trees, the city will effectively increase its tree canopy without shouldering increased maintenance costs. We have managed projects in multiple communities distributing over 75,000 trees to private property owners. Cost Impact (%): + 2.5 Schedule Impact (%): 0 Item 3 Claim: 50% of the trees replanted will be grown in a gravel bed system. How will this add value? By utilizing a gravel bed system, the trees we install in the fall of each year will be of higher quality due to the robust root system developed in the gravel bed. Documented Performance: Research has shown that trees grown in a gravel bed system transplant more effectively, have higher rates of survivability and are more resilient than other field grown nursery stock. We have successfully transplanted nearly 1,000 trees using this method since 2017.\_ Cost Impact (%): 0\_\_\_\_ Schedule impact (%): 0 Item 4 Claim: Utilization of volunteers to engage the community in rebuilding the city's tree canopy. How will this add value? By engaging volunteers from within the community, there is a significant opportunity to include residents in the rebuilding of the tree canopy. By educating, engaging and empowering the city's residents, utilizing volunteers will increase the resilience and sustainability of the city's urban and community forestry program. Documented Performance: Our staff have engaged and empowered thousands of volunteers in the rebuilding of their urban and community forests across the state. \_ Cost Impact (%): 0 Schedule Impact (%) 0 Item 5 Claim: Partnership with national, private sources of funding. How will this add value? Our connection to national, private sources of funding could be utilized to add funding to this project. In the past ten years, our programming has worked with multiple organizations to provide trees to private residents, plant and water trees in parks and other public spaces, as well as educate property owners about the importance of trees in several metro communities. **Documented Performance:** In 2021, we were able to utilize and leverage \$126,850 in private funding.

Cost Impact (%):\_\_\_\_ Schedule Impact (%) \_

#### ATTACHMENT H

#### REFERENCE LIST AND PAST PERFORMANCE INFORMATION SCORE

#### Please Submit

- 1 Job Reference Form H.1
- 3 Past Performance Surveys
   A separate Attachment H.3 is required for each entity as identified in the RFP. Refer to Exhibit 1 for instructions on how to collect the customer surveys. NOTE: All entities must submit 3 surveys.

#### JOB REFERENCES

To enable the City of Roseville City Engineer to more easily confirm your ability to complete this contract, should you be the low bidder, the following information on your references is requested.

Summarize the last five (5) jobs that you have completed, using this form and listing your most recent job first.

Habitat for Humanity
Tree Removal & Pruning; Stump Grinding; Tree Planting
\$50,000
Noah Keller
Lead Project Manager/Global Engagement Manager

Sharper Management
Tree Removal & Pruning; Stump Grinding; Tree Planting
\$65,000
Michelle Waldorf
Property Manager

City of Brooklyn Park Tree Planting \$65,000 Mike Carhill City Forester

City of St. Louis Park Tree Planting, Tree Distribution Sale \$58,000 Michael Bahe Natural Resources Manager

City of Minneapolis
Tree Distribution, tree planting
\$134,000
Sydney Schaff
Environmental Health Inspector

Contracting Agency	Name	
Type of Construction	Title	

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Value of Construction		Tel. No.	

#### SURVEY QUESTIONNAIRE CITY OF ROSEVILLE

		Survey ID		
To:	Thomas Kumpula			
	(Name of person completing sui	rvey)		
hone:_		Fax:		
ubject:	Past Performance Survey of:	Tree Trust		
i	,	(Name of Company) Bjorn Hawes, Jeff Voshell		
		(Name of Individuals)		
nat you ne best o blank.	were very unsatisfied (and would not your knowledge. If you do not have nnepin County Youth Residuality of the Multiple projects ever the	satisfied (and would hire the firm/individual age ever hire the firm/individual again). Please rate ever sufficient knowledge of past performance in a dential Treatment Center 11-17 past years.	each of th a particula	e criteria to
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3.	Quality of workmanship	and (complete on tame of early)	(1-10)	10
4.	Professionalism and ability to ma to suppliers and subcontractors)	nage (includes responses and prompt payment	(1-10)	10
5.	Close out process (no punch list u manuals, tax clearance, etc. subm	ipon turnover, warranties, as-builts, operating itted promptly)	(1-10)	10
6.	Communication, explanation of r		(1-10)	10
7.	safety, etc.)	regulations, and requirements (housekeeping,	(1-10)	10
8.	Overall customer satisfaction and again	d comfort level in hiring vendor/individual	(1-10)	10
100	15 No. 10 No.	ng the City of Roseville in this important endear	vor. <b>Pleas</b> e	e fax the
Thom	as Kumpula	Thomas Kumpul	a	

#### SURVEY QUESTIONNAIRE CITY OF ROSEVILLE

	Rachel Coyle, Urban Fo (Name of person completing sur			
hone:		Fax:		
ubject:	: Past Performance Survey of:	Tree Trust		
**********		(Name of Company)		
		Karen Zumach, Director of Communication (Name of Individuals)	unity Fo	restry
	of your knowledge. If you do not he	never hire the firm/individual again). Please rate of ave sufficient knowledge of past performance in a	a particula	
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#### Attachment I

#### Statement of Non-Collusion

The following statement shall be made as part of the Contractor proposal.

I affirm that I am the Contractor, a partner of the Contractor firm, or an officer or employee of the Consulting corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other contractor designed to limit competition.

I hereby affirm that the contents of this proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Jard Said	
	Signed
Jared Smith	
	Print Name
Executive Director/CE	0
	Title
Tree Trust	
	Firm Name
1419 Energy Park Drive	
	Address
St Paul, MN 55108	
	City / State / Zip Code
\$1	Telephone and Fax Numbers
	Email Address

#### Attachment J

#### Diversity, Equity and Inclusion

The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. To accomplish this goal, all City departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services. The City of Roseville is committed to taking tangible steps to normalize, organize, and implement racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

Please include a statement about how your proposal can aid the City of Roseville in its mission to create a more equitable and inclusive community.

Across the country, there is a strong correlation between median income and tree canopy cover. Roseville is no exception. As part of our project plan, we will utilize <u>American Forest's Tree Equity Score</u> to inform our prioritization process for both continued tree preservation and focused replanting allocations. By focusing on areas of the community that will be disproportionately impacted by the sudden loss of ash tree cover, we will be able to take tangible steps to create a more equitable distribution of the next generation of tree canopy.

For example, the area west of Fairview Avenue North is depicted as one of the lowest canopy (12%) census blocks within the City of Roseville. Not surprisingly, this area also reports one of the highest percentages of people in poverty as well as a higher (36%) than average (24%) percentage of people of color. Our plan includes the long-term preservation of higher quality ash trees in this area, as well proposing that lower canopy areas such as this are the beneficiary of an intentional and deliberate replanting plan that extends beyond the 1:1 ratio of removal and replanting wherever feasible. This plan will create a more equitable distribution of tree canopy and the important ecosystem services provided by trees to all of Roseville's residents regardless of their geographic location.

#### Attachment K

#### PROJECT NARRATIVE

Please indicate the number of trees that would be removed, planted and treated each year with your proposed plan.

Year	Removals	Planting	Treated
2022	480	480	194
2023	400	550	100
2024	172	272	150
2025			
2026 (if needed)			
TOTAL	1052	1302	294

Plan Narrative: please indicate a narrative of how your plan would come together to meet the goals and objective listed in section 1. Include any other considerations for scheduling including time of year, capacity issues, etc. Support claims using verifiable performance metrics.

Our proposal to mitigate the impact of EAB on the city is a strategy focusing on both urgency and orderly transition. Because EAB has been impacting our community forests for over a decade, it is generally accepted that, according to the EAB death curve, communities across the Twin Cities are seeing the accelerated loss of unprotected ash trees. To that end, we are proposing a strategy that minimizes the environmental impact to the city's residents, increases the awareness and appreciation of trees both on public and private property, engages residents and young people in our workforce development programs in reforesting parks and public spaces, preserves the investment already made for 20% of the ash trees by recommending the extended preservation of 250 ash trees, and provides for a diverse and resilient urban forest for the next generation of residents.

We have created this plan based on all available information provided by the city, as well as staff inspections and current conditions observed within the city's tree population.

#### Year 1

**Update the city's ash tree inventory** including size, location, plantable space, infrastructure conflicts, condition and management prioritization. This work will be done in consultation with our International Society of Arboriculture-certified arborists in order to create a more uniform understanding of the existing ash tree population and to assist in the creation of our work prioritization plan.

Create a year one prioritization and replanting plan which will guide the work across the city.

Remove with the intention of focusing the removal of ash trees listed in the "poor" or "dead" category (currently 130 trees) in addition to other unprotected ash trees in the general proximity of those trees (150 trees) in order to increase the efficiency of both the removal and replanting efforts. In addition, we propose utilizing a phased removal approach for approximately two hundred (200) trees across the City, dividing the city into quadrants and removing 50 per quadrant. This will distribute the removal more equitably across the city in order to create an opportunity to establish new trees in their place. This work will be completed throughout 2022.

**Educate** impacted residents prior to the commencement of the removal process including two public meetings, correspondence via USPS and door hangers.

**Continue investment** in trees currently under protection and due for re-treatment (67 treated in 2020) as well as the addition of the (currently listed) "good" condition trees (127) during the growing season of 2022. This strategy will allow those trees currently under protection to continue to provide the important environmental benefits mature trees provide, reduce the overall population of trees under immediate threat, and allow for a more orderly transition.

**Inspect** trees during the growing season to update prioritization plan and confirm condition rating during leaf on.

Replant removed trees with a target of replanting 250 in the spring of 2022 and 230 in the fall of 2022. Trees will be replanted within the vicinity of the removed ash trees wherever possible. In the event a tree cannot be planted in the available space, the site will be restored with soil and seed and trees will be reassigned to a publicly owned park or along an open right of way space in a lower canopy area of the City. A variety of nursery stock including container, bareroot and balled and burlap, depending on site conditions, canopy preservation goals, and site utilization. On average, tree stock will be 1 to 2 inches in caliper and will meet the quality and condition standards set for the "American Standard for Nursery Stock" (ANSI Z60.1-2014). Trees are warranted for one year from date of installation, and will be replaced once within the warranty period, should they die. We assume no liability for replacement of trees killed or damaged by pests, insect infestation, abnormal weather conditions, or other conditions beyond our control (ie: vandalism or snow management), nor will we replace trees experiencing "seasonal die-back", when pruning and proper care will restore them to health. (This warranty language will be applicable to all planted trees).

#### Year 2:

Create a year two prioritization and replanting plan which will guide the work across the City.

**Remove,** utilizing a phased removal approach, approximately four hundred (400) trees across the City, dividing the City into quadrants and removing approximately 100 per quadrant. This will distribute the removal more equitably across the City in order to create an opportunity to establish new trees in their place. This work will be completed throughout 2023.

**Educate** impacted residents prior to the commencement of the removal process including two public meetings, correspondence via USPS and door hangers.

Continue investment and reassess trees due for retreatment (171 trees were treated in 2021). Continue to treat 100 of the best condition trees, preferably those located in low canopy areas of the City. This strategy will support the preservation of trees where they are needed most as well as provide predictable confidence in retaining the 71 trees no longer under protection until the final year of the project.

**Inspect** trees during the growing season to update prioritization plan and confirm condition rating in leaf on.

**Replant** removed trees with a target of replanting 300 in the spring of 2023 and 250 in the fall of 2023. A variety of nursery stock including container, bareroot and balled and burlap, depending on site conditions, canopy preservation goals, and site utilization. On average, tree stock will be 1 to 2 inches in caliper and will meet the quality and condition standards set for the "American Standard for Nursery Stock" (ANSI Z60.1-2014).

#### Year 3:

Create a year three prioritization and replanting plan which will guide the work across the city.

Remove the remaining 170 trees across the city. This work will be completed throughout 2024.

**Educate** impacted residents prior to the commencement of the removal process including two public meetings, correspondence via USPS and door hangers.

**Continue investment and reassess** trees due for retreatment (194 trees were treated in 2022). Continue to treat 150 of the best condition trees, preferably those located in low canopy areas of the City. This strategy will support the preservation of trees where they are needed most.

**Replant** removed and reallocated trees with a target of replanting 150 in the spring of 2024 and 122 in the fall of 2024. A variety of nursery stock including container, bareroot and balled and burlap, depending on site conditions, canopy preservation goals, and site utilization. On average, tree stock will be 1 to 2 inches in caliper and will meet the quality and condition standards set for the "American Standard for Nursery Stock" (ANSI Z60.1-2014).

#### ATTACHMENT L

#### PRIME CONTRACTOR RESPONSE

#### RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

	STATE	AID	PROJECT	NUMBER:	
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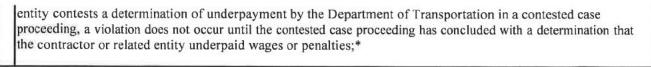
This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat.§16C.285, Subd. 7. **IMPLEMENTATION** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat.§16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR**, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

#### (1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. Forpurposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
  - (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related



- The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;\*
- (4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;\*
- (5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;\*
  - \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
- (7) All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

#### Minn. Stat. §16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat.§16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

#### CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat.§16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Jared Smith Printed Name:
Date: November 22, 202

NOTE: Minn. Stat.§16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

#### ATTACHMENT A-1

#### FIRST-TIER SUBCONTRACTORS LIST

#### SUBMIT PRIOR TO EXECUTION OF A CONTRUCTION CONTRACT

PROJECT NUMBER:	
Minn. Stat.§16C.285, Subd. 5. A prime contractor or subcontractor shall include in its visubdivision 4 a list of all of its first-tier subcontractors that it intends to retain for wo execution of a construction contract, and as a condition precedent to the execution of apparent successful prime contractor shall submit to the contracting authority a suppliconfirming compliance with subdivision 3, clause (7). Each contractor or subcontract subcontractors with which it will have a direct contractual relationship a signed state officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution with each subcontractor.	rk on the project. Prior to a construction contract, the emental verification under oath for shall obtain from all ment under oath by an owner or
FIRST TIER SUBCONTRACTOR NAMES	
*Expand text box by dragging lower right corner	
(Legal name of company as registered with the Secretary of State & name of city	where home office is located)
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, a All first-tier subcontractors listed on attachment A-1 have verified through a sign owner or officer that they meet the minimum criteria to be a responsible contracted Stat.§16C.285.	ed statement under oath by an
Authorized Signature of Owner or Officer:	Printed Name:
Title	Date:
Company Name:	

#### Milestone Schedule

#### Year 1 (2022):

- Ash tree Inventory
  - Full ash tree inventory to begin immediately with priority on trees labeled in "poor condition"
- Ash tree Removal and Stump Grinding
  - Remove 480 total trees and grind stumps
  - o Target 240 trees removed and stumps ground/restored by May 15
  - Target 100 trees removed and stumps ground/restored by September 15
  - Target 140 trees removed and stumps ground/restored by December 31
- Tree Planting
  - o Plant 480 total trees
  - Plant 240 trees in Spring (April 15 June 15 weather permitting)
  - Plant 240 trees in Fall (September 1 November 1 weather permitting)
- Ash tree Treatment
  - Treat 194 trees in Spring/Summer (May-September)

#### Year 2 (2023):

- Ash Tree Removal and Stump Grinding
  - o Remove 400 total trees and grind stumps
  - Target 200 trees removed and stumps ground/restored by May 15
  - Target 100 trees removed and stumps ground/restored by September 15
  - Target 100 trees removed and stumps ground/restored by December 31
- Tree Planting
  - Plant 550 total trees
  - Plant 275 trees in Spring (April 15 June 15 weather permitting)
  - Plant 275 trees in Fall (September 1 November 1 weather permitting)
- Ash Tree Treatment
  - Treat 100 trees in Spring/Summer (May-September)

#### Year 3 (2024):

- Ash Tree Removal and Stump Grinding
  - Remove 170 total trees and grind stumps
  - Target 100 trees removed and stumps ground/restored by May 15
  - Target 50 trees removed and stumps ground/restored by September 15
  - Target 20 trees removed and stumps ground/restored by December 31
- Tree Planting
  - Plant 272 total trees
  - Plant 136 trees in Spring (April 15 June 15 weather permitting)
  - Plant 136 trees in Fall (September 1 November 1 weather permitting)
- Ash Tree Treatment
  - Treat 150 trees in Spring/Summer (May-September)

1	EXTRACT OF MINUTES OF MEETING
2	OF THE
3	CITY COUNCIL OF THE CITY OF ROSEVILLE
4 5	* * * * * * * * * * * * * * *
6	
7 8 9	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 28th day of February 2022, at 6:00 p.m.
10 11 12 13	The following members were present: , , , , and Mayor . and the following were absent: .
14 15	Member introduced the following resolution and moved its adoption:
16 17	RESOLUTION No.
18	RESOLUTION No.
19	Resolution
20	
21	
22	WHEREAS, the City Council, on December 7, 2015, approved Ordinance 1490 creating a
23 24	revised and updated Tree Preservation and Restoration in all Districts; and
25 26 27	WHEREAS, Section 1011.041.8. b of said ordinance established a payment in-lieu of tree replacement option; and
28 29	WHEREAS, on July 11, 2016 the City Council established a Tree Replacement Policy; and
30 31 32	WHEREAS, the Emerald Ash Borer infestation will result in a loss of more than 900 public ash trees from the City's urban forest in the next four years; and
33 34 35 36	WHEREAS, Parks and Recreation staff have discussed the use of Tree Replacement funds to replace removed ash tree with the Community Development Department, Finance Department. Public Works Department and Tree Board; and
37 38 39 40	WHEREAS, use of Tree Replacement Fund dollars to replace removed ash trees accomplishes the stated goal of the Section 1011.04 of replacing lost trees because of their value to the community.
41 42 43	NOW THEREFORE, BE IT RESOLVED, that the City Council authorizes the use of Tree Replacement Fund dollars for the planting of trees on public lands within the City of Roseville to replace lost ash trees.

44				
45	The motion for the adoption of the foregoing resolution was duly seconded by	y Mem	ıber	,
46	and upon a vote being taken thereon, the following voted in favor thereof:	,	,	,
47	, and Mayor .			
48	and the following voted against the same: .			
49				
50	WHEREUPON said resolution was declared duly passed and adopted.			
51				

52 53	
54	
55	STATE OF MINNESOTA )
56	) SS
57	COUNTY OF RAMSEY )
8	
59	
60	I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of
51	Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and
52	foregoing extract of minutes of a regular meeting of said City Council held on the day of
63	, 20 with the original thereof on file in my office.
64	
55	WITNESS MY HAND officially as such Manager this day of , 20
66	
67	
68	
59	SEAL
70	
71	
72	Patrick J. Trudgeon, City Manager

#### Accelerated EAB Mitigation Program Best Value Scoring

Assignment of Points Based on Ratings and Weights			
Summary Criteria	Weight	Precision	Tree Trust
Risk Plan	5	4.57	5.00
Project Capability	15	13.13	15.00
Value Added Plan	5	3.75	5.00
Past Performance Information	5	4.58	5.00
Diversity, Equity and Inclusion	5	2.93	5.00
Proposal Meets Project Objectives (Section 1.2)	15	13.62	15.00
Interview	10	5.00	10.00
Cost	40	22.37	40.00

100

69.95

100

TOTAL:

Actual Program Cost: Precision: \$2,533,672

Tree Trust: \$1,624,956

#### Submittal #1: Precision

		Attachment E - Risk Plan	
	Q 1	Q 2	
Evaluator #1	10	10	
Evaluator #2	10	5	
Evaluator #3	10	10	
Evaluator #4	10	10	
Evaluator #5	10	10	
Evaluator #6	5	5	

TOTAL:	55	50
AVERAGE:	9.17	8.33

Grand TOTAL:	105
Section Overall Average:	8.75

Attachn Project Ca	
Q 1	Q2
10	10
10	5
10	10
10	10
10	10
5	5

55	50
9.17	8.33

105	
8.75	

Attachment G - Value Added Plan			
Q 1	Q 2	Q3	
5	5	10	
5	5	5	
10	10	5	
10	10	5	
10	10	10	
5	10	5	

45	50	40
7.50	8.33	6.67

135	
7.50	

Attachment
H - Past
Performanc
es
Q 1
10
10
10
10
10
5

55
9.17

55	
9.17	

Attachment J - Diversity Equity and Inclusion			
Q 1	Q2		
5	5		
5	5		
10	10		
5	5		
1	1		
1	1		

27	27
4.50	4.50

54	
4.50	

	Attachment K - Proposed Schedule and Plan Narrative						
	QA	QB	QC	QD	QE	QF	QG
Evaluator #1	10	10	1	10	10	10	5
Evaluator #2	10	10	5	10	10	10	5
Evaluator #3	10	10	5	10	10	5	5
Evaluator #4	10	10	5	10	10	10	5
Evaluator #5	10	5	5	10	10	10	10
Evaluator #6	10	5	5	5	10	5	5

TOTAL:	60	50	26	55	60	50	35
AVERAGE:	10.00	8.33	4.33	9.17	10.00	8.33	5.83

Grand TOTAL:	336
Section Overall Average:	8.00

Interviev	N
Evaluator #1	5
Evaluator #2	5
Evaluator #3	5
Evaluator #4	5
Evaluator #5	5
Evaluator #6	5
TOTAL:	30
AVERAGE:	5.00
Grand TOTAL:	30
Section Overall	5.00

#### Submittal #2 Tree Trust

	(A) A C P T C A C A C A C A C A C A C A C A C A C	ent E - Risk lan
	Q1	Q2
Evaluator #1	10	10
Evaluator #2	10	10
Evaluator #3	10	5
Evaluator #4	10	10
Evaluator #5	10	10
Evaluator #6	10	10

TOTAL:	60	55
AVERAGE:	10.00	9.17

Grand TOTAL:	115
<b>Section Overal</b>	9.58

Attachment F - Project Capability			
Q1	Q2		
10	10		
10	10		
10	10		
10	10		
10	10		
10	10		

60	60
10.00	10.00

120	
10.00	

Attachment G - Value Added Plan			
Q1	Q2	Q3	
10	10	10	
10	10	10	
10	10	10	
10	10	10	
10	10	10	
10	10	10	

60	60	60
10.00	10.00	10.00

180	
10.00	

Attachment H - Past Performances		
Q1		
10		
10		
10		
10		
10		
10		

60	55
10.00	

60	Ĭ
10.00	ľ

Diversity	Attachment J - Diversity Equity and Inclusion		
Q1 Q2			
10	10		
10	10		
10	10		
1	1		
5	5		
10	10		

46	46
7.67	7.67

92	2
7.67	

	Attachment K - Proposed Schedule and Plan Narrative							
	QA	QB	QC	QD	QE	QF	QG	
Evaluator #1	10	10	10	10	10	5	10	
Evaluator #2	5	10	10	10	10	10	10	
Evaluator #3	5	10	10	5	10	5	10	
Evaluator #4	5	10	10	10	10	5	10	
Evaluator #5	5	10	10	10	10	10	10	
Evaluator #6	5	10	10	5	10	10	10	

TOTAL:	35	60	60	50	60	45	60
AVERAGE:	5.83	10.00	10.00	8.33	10.00	7.50	10.00

Grand TOTAL:	370
Section Overal	8.8

Interview	
Evaluator #1	10
Evaluator #2	10
Evaluator #3	10
Evaluator #4	10
Evaluator #5	10
Evaluator #6	10
TOTAL:	60
AVERAGE:	10.00
Grand TOTAL:	60
Section Overall Average:	10.00



Parks and Recreation

**Background** 



#### **EAB** in Roseville

- First discovered in MN in 2009 and Roseville in 2013.
- Practice has been to remove as needed and replace as able with resources available.
- Plantings to date have largely been funded through grants and conducted with volunteer events.
- Initially proposed Accelerated EAB Program in 2019 with an anticipated budget of \$1,300,000.
- Reviewed by Parks and Recreation Commission, Finance Commission, PWET and City Council.
- Currently have an inventory of 1151 public ash trees.

**Best Value Process and Scoring** 

#### **RFP Process**

- Summer 2021, City Council authorized RFP with a planned implementation beginning in 2022.
- RFP issued in Fall of 2021 using Best Value Procurement Method.
- Mandatory pre-proposal meeting.
- Two proposals received.
- Blind scoring:
  - Scoring Committee: Parks and Recreation Staff, Public Works Staff, Parks and Recreation Commissioner.
  - Interview with project manager.
  - · Price added after all scores submitted.
- Clarification
  - Confirm scope.
  - · Establish risks and mitigation.
  - · Confirm plan and process.
  - · Clarify value add details.

#### **Scoring Summary**

BEST VALUE SCORES							
	Weight	Precision	Tree Trust				
Risk Plan	5	4.57	5.00				
Project Capability	15	13.13	15.00				
Value Added Plan	5	3.75	5.00				
Past Performance Information	5	4.58	5.00				
Diversity, Equity and Inclusion	5	2.93	5.00				
Proposal Meets Project Objectives	15	13.62	15.00				
Interview	10	5.00	10.00				
Cost	40	22.37	40.00				
TOTAL	100	69.95	100				

#### **Price**

Precision Tree Service: \$2,533,672

Tree Trust: \$1,624,956

Final Tree Trust price after clarification is \$1,409,473

## Authorize Accelerated Emerald Ash Borer Program Tree Trust Proposal Highlights

#### Removal

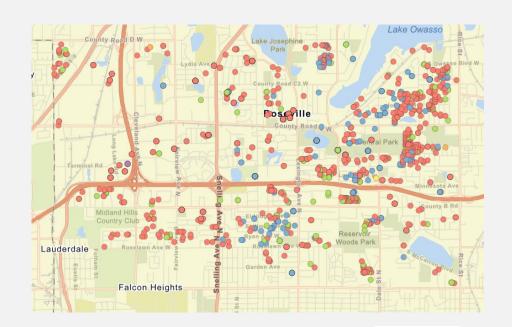
- Remove 914 ash trees (80%).
- Removals will occur over 3 years
- Will be based on condition (as opposed to whole neighborhoods).
- Removal will include stump grinding and restoration.

#### Replacement

- Plant 1,152 trees (one for each public ash currently inventoried).
- Species selected based on existing plan, overall diversity, predicted future pests and climate resilience.
- When replacement location cannot be found at the site of removal, will plant elsewhere in public spaces.

#### **Treatment**

 Treat 238 of Roseville's best condition public ash trees to preserve mature trees.





Fair



**Tree Trust Proposal Highlights** 

#### **Other Items**

- High performing vendor to actively manage the program.
- Vendor has a strong background in community engagement and will work with staff to develop and effective engagement plan for the program.
- Gives residents a stake in their urban forest by the use of volunteers for planting.
- Will provide a 10% discount on ash tree removal for any Roseville resident during the life of this program.

#### **Value Add Items**

- Tree sale: 150 trees per year at \$40 per tree for Roseville residents (COST \$41,527).
- Tree Trust has committed to procurement of \$36,000 in private funds to offset the cost of the tree sale (CREDIT \$36,000).
- Tree storage at the Rosebrook Park Parking lot November through March (CREDIT \$15,000).
  - Neighborhood Communication.
  - Some increase in truck traffic during storage season.
  - Possible noise from chipping for one week per year.







#### **Proposed Schedule and Cost by Year**

BY YEAR	No of Removal	Yearly Cost of Removals	No. of Plant- ings	Yearly Cost of Plantings	No. Of Treat- ment	Yearly Cost of Treatment	TOTAL COST/ YEAR
2022	350	\$364,585	400	\$144,000	82	\$11,808	\$520,393
2023	350	\$362,250	400	\$144,000	171	\$24,624	\$530,874
2024	214	\$221,838	352	\$126,720	67	\$9,648	\$358,206
TOTAL	914	\$948,673	1152	\$414,720	320*	\$46,080	\$1,409,473**

<sup>\*</sup>Although only 238 trees are proposed for treatment, some trees will received two treatment cycles during the time of the program.



<sup>\*\*</sup>Program cost is based on the assumption that 238 ash are able to be treated.

### **Proposed Program Funding Sources**

	Community Development Tree Replacement Fund	Parks and Recreation CIP	Other Sources	Annual Total
2022	\$94,000	\$326,393	\$100,000*	\$520,393
2023	\$144,000	\$386,874		\$530,874
2024	\$65,500	\$283,234	\$9,472**	\$358,206
TOTAL	\$303,500	\$996,973	\$109,472	\$1,409,473**

<sup>\*\$50,000</sup> in DNR Grant and \$50,000 in budgeted operating budget EAB funds \*\* \$9,472 credit for value added options.

PROJECT TOTAL: \$1,409,473



#### **Requested Action:**

- Authorize the proposed agreement between the City of Roseville and Tree Trust
- Resolution for use of Community Development Tree Replacement Funds

#### **Next Steps:**

- Tree Trust completes a comprehensive inventory of public ash trees
- Plan for spring plantings and removals
- Begin community engagement and outreach
- Finalize schedules





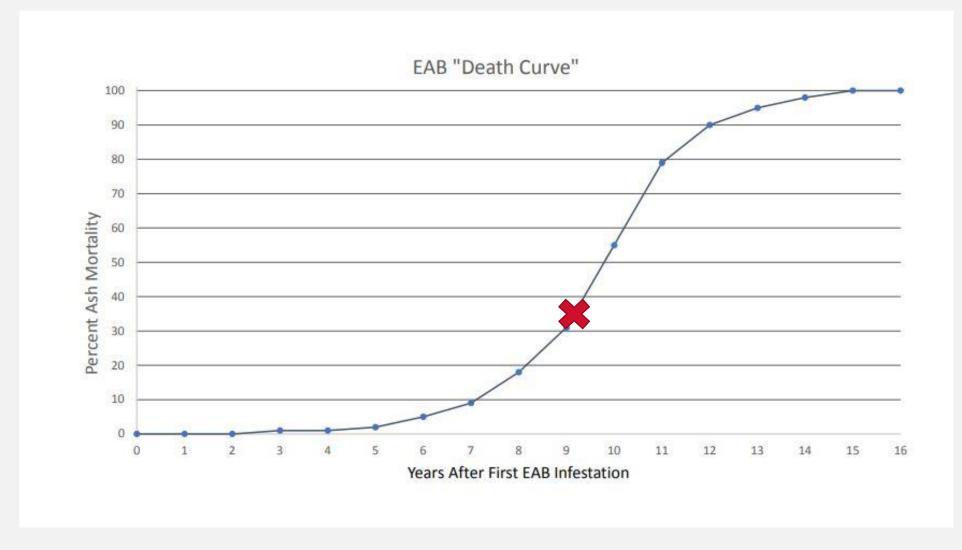


**Questions?** 

# THANKYOU

**Parks and Recreation** 





From MN Department of Natural Resources

